

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Dickens & Madson Canada, Inc. 740 Notre Dame Ouest, Suite 1250 Montreal, Quebec CANADA H3C 3X6	2. Registration No. 6200
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3. Name of Foreign Principal Republic of Vanuatu	4. Principal Address of Foreign Principal Port Vila Vanuatu
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5. Indicate whether your foreign principal is one of the following:

- ☒ Government of a foreign country¹
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (<i>specify</i>) _____ |
- ☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Ministry of Foreign Affairs, International Cooperation and External Trade

b) Name and title of official with whom registrant deals

Ralph Regenvanu, Caretaker Minister of Foreign Affairs; now Marc Ati, Minister of Foreign Affairs

7. If the foreign principal is a foreign political party, state:

a) Principal address

n/a

b) Name and title of official with whom registrant deals

c) Principal aim

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

n/a

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

n/a

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

n/a

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
05/12/2020	Ari Ben-Menashe, President & Director	/s/ Ari Ben-Menashe

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Dickens & Madson Canada, Inc.
740 Notre Dame Ouest, Suite 1250
Montreal, Quebec CANADA H3C 3X6

2. Registration No.
6200

3. Name of Foreign Principal

Republic of Vanuatu

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See the attached Consultancy Agreement for the fee of \$700,000.00 USD executed on March 18, 2020. As of this filing date, May 12, 2020, Registrant received an initial payment of \$350,000.00 USD (50%) from the Foreign Principal, the Republic of Vanuatu, which Registrant agreed was sufficient to begin to perform services under the Consultancy Agreement on behalf of the Foreign Principal. The Foreign Principal has agreed to pay the remaining balance on the Consultancy Agreement (\$350,000.00 USD) within 30 days. The initial payment necessitated this filing at this time.

Further, although the Consultancy Agreement was signed on behalf of the Republic of Vanuatu by the Hon. Ralph Regenvanu, the Caretaker Minister of Foreign Affairs as of that date, Hon. Regenvanu has been succeeded by Hon. Marc Ati as the Minister of Foreign Affairs of the Republic of Vanuatu. The Consultancy Agreement remains in effect and will be honored by the Foreign Principal.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Within the United States, Registrant proposes to lobby the executive and/or legislative branches of the government of the United States and its agencies to support the efforts of the Republic of Vanuatu to improve relations between the two countries and enhance security cooperation in the region while respecting the non-aligned status of the Foreign Principal. Additionally, Registrant proposes to provide media and public relations services on behalf of the foreign principal's goals and activities. Registrant also provides lobbying services to the foreign principal in other countries.

Additionally, Registrant will assist the Foreign Principal how best to deal with climate change as it specifically impacts the Pacific Island Region, increasing Vanuatu's integration into Western economic community and rebuilding and modernizing Vanuatu's domestic infrastructure, including more specifically the development of elite hospital/health care center able to service the population of the entire Pacific Island Region and International University managed by Harvard University in Port Vila.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

As described in Section 8 above, Registrant will attempt to influence United States policy in favor of the Republic of Vanuatu to improve relations between the two countries and enhance security cooperation in the region while respecting the non-aligned status of the Republic of Vanuatu.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
05/12/2020	Ari Ben-Menashe, President & Director	/s/ Ari Ben-Menashe

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Dickens & Madson (Canada), Inc.
740 Notre Dame West, suite 1250
Montreal, Quebec, Canada H3C 3X6


18 March 2020

CONSULTANCY AGREEMENT

You hereby retain us, and we hereby agree, as more fully set forth below, to lobby the executive and/or legislative branches of the governments of the United States, the Russian Federation, Israel, the European Union, Australia, New Zealand, the United Nations and any other mutually agreed upon country or countries, international organizations and NGOs, on behalf of the Republic of Vanuatu, and also provide other services, all to assist the devising and execution of policies for the beneficial development of your country, as more fully described below, and subject to the terms and conditions set forth below.

1. Our lobbying services shall consist of maintaining such contacts with the executive and/or the legislative branches of the aforesaid government or governments, international organizations and NGOs as you shall, in consultation with us, deem advisable in order to urge the institution and/or maintenance of legislative and/or executive policies favorable to you, and the elimination or prevention of such policies unfavorable to you. In particular, we shall strive, among other goals, to conduct lobbying, in the United States to improve relations between the two countries and enhance security cooperation in the region while respecting the non-aligned status of the Republic of Vanuatu. We shall strive to obtain meetings for the Prime Minister of the Republic of Vanuatu with the Secretary of State of the United States, the Honorable Mike Pompeo, to discuss the extent of U.S. domestic security and economic and other cooperation with the Republic of Vanuatu. In particular how best to deal with climate change as it

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specifically impacts the Pacific Island Region, increasing Vanuatu's integration into the Western economic community and rebuilding and modernizing Vanuatu's domestic infrastructure, including more specifically the development of an elite hospital/health care center able to service the population of the entire Pacific Island Region and an International University managed by Harvard University of the United States in Port Vila. In addition, we shall strive to obtain for you a grant, or grants in aid for infrastructural development from the Government of the United States in the amount of US\$50,000,000.00 in order to immediately begin a more cooperative relationship.

2. The lobbying services noted above shall be conducted by us if and only to the extent they are mutually agreed upon, and only to the extent allowed by law and in particular, but without limitation, only to the extent that all activities conducted by us can be, and are, in compliance with any and all laws and regulations relating to lobbying on behalf of a foreign entity, including registration and disclosure. As you know consultants are not allowed to receive any funds that devolve from government grants that they may procure for their client.

3. The other services cited by us above shall, to the extent mutually agreed upon, include assistance in providing key personnel, training, equipment, technical assistance, and development assistance, as may be appropriate from the United States of America.

4. The fee for this consultancy agreement shall be US\$700,000.00 payable upon signature of this agreement by wire transfer to the following account:

Account name:
Account holder address:

Account number:
Bank name:
Bank address:

Bank routing:
Bank SWIFT:



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*anj Ben M-maoko
18 MARCH 2020*

5. Any normal out-of-pocket disbursements shall be our responsibility; and the payment of any unusual out-of-pocket disbursements shall be as mutually agreed upon.

6. We will keep you fully advised on all our efforts on your behalf.

7. We shall develop a series of guidelines within which we shall have the discretion to act on your behalf, subject always to your specific instructions.

8. We shall exert reasonable efforts to secure favorable legislative and/or executive policies, including, without limitation, the specific items noted in paragraphs 1 and 3 above. You are aware, however, that it is not possible in these fields to guarantee any particular results. In order to enable us to serve your interests effectively, considering the foregoing, you agree to cooperate with us fully in furnishing us with necessary information as promptly as possible.

9. The term of this agreement shall be for one year, renewable upon mutual agreement.

10. This letter of agreement sets forth our entire understanding.

11. This Consultancy Agreement and any documents relating to it may be executed and transmitted between the signatories by facsimile or email, which facsimile, or email, shall be deemed to be, and utilized in all respects as, an original, wet-inked manually executed document.



Amir Ben Menachem
14 MARCH 2020

If the foregoing correctly sets forth your understanding of our agreement, please so indicate by countersigning below. This letter shall then constitute a binding agreement between us.

Dated as of this 18th day of March 2020.

Confirmed and accepted:

Dickens & Madson (Canada), Inc.

By: *Ari Ben-Menashe*
Ari Ben-Menashe, President

Confirmed and accepted:

The Republic of Vanuatu

By: *[Signature]*
Ralph Regenrann
Caretaker Minister of Foreign Affairs

